

PROTECTIVE COVENANTS

MAPLE VILLAGE REPLAT II
AND
MAPLE VILLAGE REPLAT III

TO WHOM IT MAY CONCERN:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being all of the owners of Lots 1 through 29 in Maple Village Replat II and Lots 1 through 25 in Maple Village Replat III Subdivisions in Douglas County, Nebraska; for the mutual protection of the present and subsequent owners of said lots, do hereby covenant and declare that said lots shall be owned, conveyed and used under and subject to the following covenants, conditions, easements and restrictions herein set forth. The terms and provisions of this instrument shall be binding on all present and future owners of the above-described properties for a period of thirty (30) years from the date of the execution hereof.

If the present or future owners of any of said lots shall violate or attempt to violate any of these covenants it shall be lawful for any other person owning any part of said real estate to prosecute any proceedings at law or in equity, against the person or persons violating or attempting to violate any such covenants and either prevent them or him from doing so or to recover damages or other dues for such violation. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

A. Said lots shall be used for single-family purposes and for accessory structures incidental to residential use. It is understood and agreed that model homes held open for display for customer's inspection by developers or their agents will not in any way be a violation of these covenants.

B. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height.

C. No dwelling having a ground floor area, exclusive of porches, breezeways, carports and garages, of less than 950 square feet in the case of a one-story structure, nor less than 700 square feet in the case of a one and one-half or two-story structure, shall be permitted on any lot.

D. No building shall be erected on any building plot nearer than 35 feet to its front line, nor shall any dwelling be located nearer than 5 feet to the side line of any building plot. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building. No dwelling shall be erected or placed on any lot having less than 5,000 square feet. In addition, each single-family dwelling shall provide covered space for at least one car (attached or basement garages only being permitted, except that basement garage shall not be permitted in two-story and one-and-one-half-story houses). No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line. Whenever the Board of Appeals of the City of Omaha, Nebraska shall duly permit a lesser front or side yard or lot area for any building plot, then the ruling of said Board shall automatically supersede these covenants as to such building plot.

E. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood.

F. No trailer, basement, tent, shack, garage, barn or other outbuilding erected on said real estate shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No dwelling

constructed in another area or addition may be moved into or permitted to remain on any lot in this subdivision provided however, that modular construction will be permitted in the area.

G. Public concrete sidewalks, not less than four feet wide by four inches thick, shall be installed by the then owner in front of each built-upon lot and also on the street side of all built-upon corner lots. Said sidewalks shall be installed at time of completion of construction of the main structure upon each lot by the then owner of said lot. Provided there is sufficient space between back of curb and property line, sidewalks shall be installed a minimum of 4 feet from back of curb and shall be installed in each block in a continuous line with existing sidewalks, if any.

H. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

I. No unused building material, junk or rubbish shall be left exposed on said lot except during actual building operations. No worn out or discarded automobiles, machinery or vehicles or parts thereof shall be stored on any lot in the subdivision and no portion thereof shall be used for automobile junk piles or storage of any kind of junk or waste material.

J. Automobiles parked out-of-doors within the subdivision or upon its streets must be in operating condition or else said cars may be towed away at the owners expense upon the request or act of any landowner in the subdivision. All automobiles must be parked either indoors or on concrete slabs or drives if parked out-of-doors. All repair work on automobiles must be done indoors.

K. No fence shall be permitted to be erected or maintained in front of the main residential structures.

L. No outside radio, television, ham broadcasting, or any other electronic antenna or aerial shall be erected or placed on any structure or any lot.

M. No sign or billboard of any kind or size shall be erected, placed or permitted to remain on any lot, provided, however, that "for sale" signs not exceeding four (4) square feet in area will be permitted. The above restrictions as to signs do not apply to signs erected by the undersigned or their agent or agents in the development of the subdivision.

N. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to construct and operate, maintain, repair, replace and renew, buried or underground cables, conduits or wires for the carrying and transmission of electric current for light, heat and power for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said Addition; said license being granted for the use and benefit of all present and future owners of lots in said Addition; provided however that said side line easement is granted upon the specific condition that if both of said utility companies fail to construct such buried or underground cables, conduits or wires along any of said side lot lines within thirty-six (36) months of date hereof or if any are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways. No permanent building, trees, retaining walls or loose rock walls shall be placed in the said easementways but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights granted herein.

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Page 3 of the Protective Covenants for Maple Village Replat II and III

BOOK 583 PAGE 371

PEDERSEN CONSTRUCTION COMPANY


Martin A. Pedersen
Martin A. Pedersen, President

Delores J. Pedersen
Delores J. Pedersen, Secretary



State of Nebraska)
) ss
County of Douglas)

On this 28th day of JANUARY, 1977, before me the undersigned, a Notary Public in and for said County and State, personally came MARTIN A. PEDERSEN, known to me to be the PRESIDENT of Pedersen Construction Company, a Nebraska Corporation, and DELORES J. PEDERSEN, known to me to be the SECRETARY of Pedersen Construction Company, a Nebraska Corporation, and acknowledged that they executed the same as their voluntary act and deed as such officers and the voluntary act and deed of such corporation, and that the corporate seal of said corporation was thereto affixed by its authority.

 JAMES K. WALKER
Notary Public - State of Neb.
My Commission Expires
January 21, 1979

James K. Walker
NOTARY PUBLIC

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RECORDS DEPARTMENT
MAY 17 1977

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